

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

THE AMERICAN AUTOMOBILE
ASSOCIATION, INC.,

Plaintiff,

v.

AAA ALL PRO AUTO BELLEVUE, INC.;
AAA ALL PRO AUTO REDMOND, INC.;
GUY LOBIE; ROBERT PEAK aka ROBERT
PARK, and JIM WENDT,

Defendants.

Case No.

**COMPLAINT FOR INJUNCTIVE
RELIEF AND DAMAGES**

Plaintiff The American Automobile Association, Inc., (“AAA”) brings this Complaint for injunctive relief, monetary damages, and other relief against Defendants AAA All Pro Auto Bellevue, Inc., AAA All Pro Auto Redmond, Inc., Guy Lobie, Robert Peak (a/k/a Robert Park), and Jim Wendt (collectively “Defendants”). AAA alleges as follows:

NATURE OF THE ACTION

1. This is an action for trademark infringement and unfair competition in violation of Sections 32 and 43(a) of the Federal Trademark Act (the “Lanham Act”), 15 U.S.C. §§ 1114 and 1125(a); for trademark dilution in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c) and Washington statute, Wash. Rev. Code § 19.77.160; for trademark cyberpiracy in violation of Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d); and for unfair and/or

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1 deceptive acts and/or practices in violation of Washington statute, Wash. Rev. Code §
2 19.86.020 *et seq.* AAA seeks injunctive relief, monetary damages, restitution, and all other
3 appropriate relief, including an order enjoining Defendants from using AAA's trademarks in
4 their business names and requiring Defendants to transfer to AAA the domain name
5 AAAALLPROAUTOCAREREDMOND.COM (the "Infringing Domain Name").

6 2. This action arises out of Defendants' knowing and willful violation of AAA's
7 rights in its famous and distinctive AAA trademarks (the "AAA Marks"). Defendants have
8 used and continue to use the AAA Marks in commerce without authorization and with full
9 knowledge that they are not authorized to use those marks. Specifically, on information and
10 belief, Defendants Peak and Wendt have used the AAA Marks without authorization in the
11 business names AAA All Pro Auto Repair, AAA All Pro Auto Care, AAA All Pro Auto
12 Bellevue, Inc., and AAA All Pro Auto Redmond, Inc. (collectively "the Infringing Business
13 Names"), and Defendants continue to use the AAA Marks without authorization in the business
14 names AAA All Pro Auto Care, AAA All Pro Auto Bellevue, Inc., and AAA All Pro Auto
15 Redmond, Inc. Defendants also have used and continue to use the AAA Marks without
16 authorization in the Infringing Domain Name.

17 3. Defendants' unlawful use of the AAA Marks is likely to cause—and in fact may
18 have already caused—consumers to believe, erroneously, that AAA has endorsed Defendants'
19 services, jeopardizing the goodwill and tarnishing the reputation associated with AAA's Marks,
20 confusing those consumers seeking the reliable and dependable services of AAA, and unjustly
21 enriching Defendants.

22 4. Defendants' unlawful acts have lessened the capacity of AAA's famous Marks
23 to identify and distinguish the products and services AAA provides under those Marks and thus
24 diluted the distinctive quality of the Marks. Furthermore, Defendants' use of the famous and
25 distinctive AAA Marks has tarnished and harmed the goodwill and reputation of the AAA
26 Marks.

5. In addition, on information and belief, Defendants have profited from their unauthorized use of the AAA Marks and the Infringing Domain Name and have made unauthorized commercial use of the Marks in Washington and elsewhere to their benefit and to the detriment of AAA and of consumers, in violation of the laws set forth above.

PARTIES

6. Plaintiff AAA is a not-for-profit, non-stock corporation organized and existing under the laws of Connecticut, with its principal place of business in Heathrow, Florida. AAA provides its over 50 million members with a wide variety of products and services throughout the United States and Canada, including in Washington. AAA's services include travel and automobile products and services, financial advice, insurance and warranty coverage, and discounts. AAA provides its products and services, including its numerous automobile products and services, through the many local AAA member clubs that it endorses. AAA also provides automobile maintenance and repair products and services through its AAA Car Care Centers, and inspects and certifies AAA Approved Auto Repair and AAA Approved Auto Body Repair facilities.

7. On information and belief, Defendant AAA All Pro Auto Bellevue, Inc. (d/b/a AAA All Pro Auto Care) is a corporation organized and existing under the laws of Washington with a principal place of business at 13210 Bel Red Road, Bellevue, Washington 98005. On information and belief Defendant AAA All Pro Auto Bellevue, Inc. was formed by Defendant Peak and is associated with AAA All Pro Auto Redmond, Inc.

8. On information and belief, Defendant AAA All Pro Auto Redmond, Inc. (d/b/a AAA All Pro Auto Care) is a corporation organized and existing under the laws of Washington with a principal place of business at 16311 Redmond Way, Redmond, Washington 98052. On information and belief Defendant AAA All Pro Auto Redmond, Inc. was formed by Defendant Peak and is associated with AAA All Pro Auto Bellevue, Inc.

9. On information and belief, Defendant Guy Lobie is the registrant of the Infringing Domain Name and resides at 19426 79th Court NE, Kenmore, Washington 98028.

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10. On information and belief, Defendant Robert Peak (a/k/a Robert Park)¹ is the Chairman of Defendants AAA All Pro Auto Bellevue, Inc. and AAA All Pro Auto Redmond, Inc. On information and belief, Defendant Peak resides at 9 Lake Bellevue Drive, Suite 118, Bellevue, Washington 98005 or 549 11th Avenue W, Kirkland, Washington 98033.

11. On information and belief, Defendant Jim Wendt is or was the owner of AAA All Pro Auto Repair and resides at 16311 Redmond Way, Redmond, Washington 98052.

JURISDICTION AND VENUE

12. This Court has jurisdiction over the subject matter of this action under 15 U.S.C. §§ 1121 and 1125(d), and under 28 U.S.C. §§ 1331, 1337, and 1338. This Court has jurisdiction over Plaintiff's state law claims under 28 U.S.C. §§ 1338(b) and 1367(a), as well as under general principles of supplemental and pendent jurisdiction.

13. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and (c) because, on information and belief, a substantial part of the events giving rise to the claims occurred in the Western District of Washington. On information and belief, the events giving rise to the claims originate in this District because Defendants AAA All Pro Auto Bellevue, Inc. and AAA All Pro Auto Redmond, Inc. are corporations with their principal locations in this District. In addition, on information and belief, Defendants reside in and do business in this District and therefore are subject to personal jurisdiction in this District.

FACTS ENTITLING AAA TO RELIEF

A. AAA's Widespread and Substantial Use of Its Registered AAA Marks.

14. Since its founding over a century ago, AAA has enjoyed a reputation as one of the world's premier client service organizations. That reputation is largely based upon the quality and reliability of the many products and services it offers through its local AAA Member Clubs.

¹ The Chairman listed in the corporate registration for AAA All Pro Auto Redmond, Inc. is identified as Robert Park. On information and belief, Robert Park is an alias for Defendant Robert Peak. Accordingly, all references in the Complaint are to Robert Peak and are intended to cover the Chairman of both AAA All Pro Auto Redmond, Inc. and AAA All Pro Auto Bellevue, Inc.

1 15. Although its original focus was on combating unfair automobile laws and
2 campaigning for better roads and more reliable vehicles, AAA quickly expanded its charter. It
3 established itself almost immediately as a forceful advocate for travel safety and road
4 improvements. Shortly thereafter, it also became associated with reliable travel-related
5 information. Today, AAA offers a broad range of products and services, including but also
6 going beyond automobiles and travel.

7 16. AAA has invested significant resources to develop and foster the reputation,
8 recognition, and goodwill associated with its products and services. AAA's efforts include
9 extensive advertising campaigns and promotional efforts along with retaining that goodwill by
10 maintaining its commitment to quality and reliability.

11 17. AAA has used the AAA Marks and logo designs in interstate commerce to
12 identify a wide range of products and services for decades. During that time, the AAA Marks
13 have become famous in the United States and throughout the world in connection with these
14 services. Only those businesses that are part of AAA's network of approved service providers
15 are authorized to use or display the AAA Marks. Consequently, AAA members and the public
16 know that local businesses displaying AAA Marks are selected only if they maintain excellent
17 reputations for quality, integrity, reliability, and service.

18 18. AAA and its local clubs have registered many AAA-related domain names and
19 maintain several Internet websites through which AAA members and members of the general
20 public may obtain information and, in some cases, purchase or use products and services (the
21 "AAA Websites").

22 19. The AAA Websites are created and operated, in part, for purposes of attracting
23 potential members and customers, encouraging their interest in AAA and its local clubs, and
24 offering products and services to customers in the United States. On information and belief,
25 this objective has been, and continues to be, thwarted to a significant extent, however, because
26 potential AAA members and customers who attempt to reach a website affiliated with or
27

1 endorsed by AAA are instead directed to the unaffiliated website registered and hosted by the
2 Defendants' Infringing Domain Name.

3 20. AAA has been selective in permitting businesses and organizations to use the
4 AAA Marks in connection with its products and services, including on the Internet. Businesses
5 and organizations that AAA has permitted to use the AAA Marks (including AAA Member
6 Clubs) are selected and permitted to do so if, and only if, they maintain excellent reputations
7 for quality, integrity, reliability, and service.

8 21. As a result of AAA's history and experience providing high quality products and
9 services through the local AAA Member Clubs, and as a result of the continuous and extensive
10 advertising, promotion, and sale of products and services under the AAA Marks, those
11 trademarks have acquired substantial value and fame in the United States and throughout the
12 World.

13 22. Further, the AAA Marks are widely recognized by consumers in this country
14 and abroad and have acquired enormous goodwill as trademarks identifying high quality and
15 reliable products and services. Indeed, the AAA Marks are distinctive such that consumers
16 recognize that goods and services marketed under the AAA Marks originate with, or are
17 approved or endorsed by, AAA and the AAA local clubs.

18 23. AAA has registered with the United States Patent and Trademark Office
19 ("USPTO") more than 70 of its AAA Marks, including Marks that AAA has used since at least
20 1902, in connection with the broad array of products and services offered to its members. The
21 federal registrations Defendants are violating are:

22 a) Reg. No. 829,265, for the AAA Mark, used since 1902 in connection
23 with, among other things, automobile and transportation related services;

24 b) Reg. No. 2,158,654, for the AAA Mark & Design used in connection
25 with a variety of automobile and travel related services, among others;

1 c) Reg. No. 1,449,079, for the AAA APPROVED AUTO REPAIR Mark &
 2 Design used in connection with automobile repair services since 1975; and

3 d) Reg. No. 3,426,468 for the AAA APPROVED AUTO REPAIR Mark &
 4 Design, used in connection with automobile repair services.

5 Copies of the registration certificates for the above marks are available on the United States
 6 Patent and Trademark office website: <http://www.uspto.gov>.

7 24. Pursuant to 15 U.S.C. § 1057(b), the registration certificates for the AAA
 8 Marks, including those marks identified in paragraph 23, constitute *prima facie* evidence of the
 9 validity of those registrations, of AAA's ownership of the trademarks set forth therein, and of
 10 AAA's exclusive right to use those trademarks in commerce and in connection with the
 11 products and services specified in the registration certificates. Pursuant to 15 U.S.C. § 1065,
 12 AAA's right to use the AAA Marks identified in paragraphs 23(a), 23(b), 23(c), and 23(d)
 13 above has become legally incontestable.

14 25. Plaintiff's AAA Marks are famous and distinctive, and they are entitled to a
 15 broad scope of protection.

16 **B. Defendants' Unlawful Use of Plaintiff's AAA Marks.**

17 26. Defendants' use of the AAA Marks damages the reputation, recognition, and
 18 goodwill associated with the famous and distinctive AAA Marks.

19 27. AAA never authorized Defendants to use its AAA Marks or to register the
 20 Infringing Domain Name.

21 28. On information and belief, Defendants knowingly and willfully violated AAA's
 22 rights in its famous and distinctive AAA Marks by using in commerce the Infringing Business
 23 Names and by registering and using the Infringing Domain Name (hereinafter collectively the
 24 "Infringing Uses").

25 1. Defendants' Unlawful Use

26 29. Defendants Wendt and Peak have made unauthorized use of the AAA Marks for
 27 many years in the names of related businesses that purport to offer auto repair services in

1 Redmond, Washington and Bellevue, Washington.

2 30. On information and belief, Defendant Wendt has attempted to benefit from the
3 unauthorized use of the AAA Marks in business names in Washington since 2001, when he
4 registered the business name and trade name AAA All Pro Auto Repair. The address listed in
5 the registration for the AAA All Pro Auto Repair business name and trade name was 16311
6 Redmond Way, Redmond, Washington. On information and belief, Defendant Wendt no
7 longer uses the business name AAA All Pro Auto Repair, but he is associated with Defendants
8 AAA All Pro Auto Bellevue, Inc. and AAA All Pro Auto Redmond, Inc.

9 31. On information and belief, Defendant Peak has attempted to benefit from the
10 unauthorized use of the AAA Marks in business names in Washington since 2003, when he
11 registered the business name and trade name AAA All Pro Auto Repair with a business address
12 at 13210 Bel Red Road, Bellevue, Washington. Moreover, in 2006, Defendant Peak
13 incorporated Defendant AAA All Pro Auto Bellevue, Inc., which on information and belief is
14 located at the same address as the AAA All Pro Auto Repair business in Bellevue, Washington.
15 On information and belief, Defendant AAA All Pro Auto Bellevue, Inc. does business under
16 the name AAA All Pro Auto Care.

17 32. Also in 2006, Defendant Peak incorporated Defendant AAA All Pro Auto
18 Redmond, Inc., which on information and belief, is located at the same address as Defendant
19 Wendt's AAA All Pro Auto Repair business, 16311 Redmond Way, Redmond, Washington.
20 On information and belief, Defendant AAA All Pro Auto Redmond, Inc. does business under
21 the name AAA All Pro Auto Care. Indeed, on information and belief, Defendants advertise
22 their business as "AAA ALL PRO" in prominent lettering on their garage in Redmond,
23 Washington, which is easily viewed by passing motorists and others.

24 33. In January 2013, Defendant Lobie registered the domain name
25 AAAALLPROAUTOCAREREDMOND.COM to host a website offering goods and services in
26 connection with a business operating under the name AAA All Pro Auto Care, located at the
27 same address -- 16311 Redmond Way -- in Redmond, Washington as AAA All Pro Auto

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1 Redmond, Inc. The website further advertised the business as “AAA Approved.” The domain
2 name AAAALLPROAUTOCAREREDMOND.COM now resolves to an inactive website.

3 34. On information and belief, AAA All Pro Auto Repair AAA All Pro Auto
4 Redmond, Inc. (d/b/a AAA All Pro Auto Care), AAA All Pro Auto Bellevue, Inc. (d/b/a AAA
5 All Pro Auto Care), and the Infringing Domain Name are all part of the same business
6 enterprise.

7 35. Although not affiliated with or authorized by AAA, Defendants are using the
8 business name AAA All Pro Auto Care in connection with the sale, offering for sale,
9 distribution, and advertising of automobile repair services in Washington. Such unauthorized
10 use of the AAA Marks has caused or is likely to cause confusion among consumers who
11 associate AAA with automotive services.

12 36. On information and belief, Defendants have at all times known, or had reason to
13 know, of AAA’s rights in the AAA Marks, and have at all times known, or had reason to know,
14 that those marks are famous and valuable.

15 37. On information and belief, Defendant Lobie registered the Infringing Domain
16 Name with the intent of using the domain name to host advertisements for AAA All Pro Auto
17 Care, to divert Internet traffic from AAA’s own websites, and to confuse consumers attempting
18 to reach a genuine AAA website and to learn about or obtain AAA-endorsed or AAA-affiliated
19 products or services.

20 38. On information and belief, Defendants engaged in the Infringing Uses to attract
21 consumers, hoping that consumers will wrongly believe that such uses are sponsored or
22 endorsed by, or associated or affiliated with, AAA. Indeed, such uses already may have caused
23 confusion among consumers.

24 39. Defendants’ Infringing Uses have damaged, and will continue to damage, the
25 reputation, recognition, and goodwill associated with the famous and distinctive AAA Marks.

26 40. Defendants’ Infringing Uses have lessened, and will continue to lessen, the
27 capacity of Plaintiff’s AAA Marks to identify and distinguish the products and services

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1 provided or endorsed by, or affiliated with, AAA and, thus, dilute the distinctive quality of
2 Plaintiff's AAA Marks.

3 41. Further, on information and belief, Defendants' Infringing Uses have been and
4 continue to be of commercial value to Defendants.

5 2. Defendants' Failure to Comply with AAA's Notices

6 42. AAA first became aware of Defendant's unauthorized use of its AAA Marks in
7 January 2013 when it discovered that the domain name
8 AAAALLPROAUTOCAREREDMOND.COM is registered to Defendant Lobie.

9 43. On February 1, 2013, AAA sent an email to Defendant Lobie at the email
10 address listed in the WHOIS record for the Infringing Domain Name. The email requested that
11 Defendant Lobie discontinue use of the AAA Mark.

12 44. On February 14, 2013, Defendant Wendt, not Defendant Lobie, responded to
13 AAA's February 1 email from the same email address listed in the WHOIS record for the
14 Infringing Domain Name. Defendant Wendt failed to indicate any intention to comply with
15 AAA's request.

16 45. AAA subsequently investigated and discovered that Defendants had registered
17 business and trade names making unauthorized use of the AAA Marks and were doing business
18 in Bellevue, Washington and Redmond, Washington under the names AAA All Pro Auto Care,
19 AAA All Pro Auto Bellevue, Inc., and AAA All Pro Auto Redmond, Inc.

20 46. On April 23, 2013, AAA sent a letter and email to Defendant Lobie at the street
21 address listed in the WHOIS record for the Infringing Domain Name, and a copy of the same
22 letter to Defendant Peak at the street address listed in the corporate registrations of both AAA
23 All Pro Auto Bellevue, Inc. and AAA All Pro Auto Redmond, Inc. The letter urged Defendants
24 Lobie and Peak to cease using the AAA All Pro Auto Bellevue, Inc. and AAA All Pro Auto
25 Redmond, Inc. business names and any other confusingly similar business names, to cease
26 representing their businesses as "AAA Approved," and to transfer the Infringing Domain
27 Name. The email was successfully delivered to the email address listed for Defendant Lobie in

1 the WHOIS record for the Infringing Domain Name, and Defendants Lobie and Peak both
2 received a copy of the letter by registered mail.

3 47. AAA did not receive any response to the April 23 letter or email.

4 48. On June 4, 2013, AAA sent another letter and email to Defendant Lobie at the
5 street address listed in the WHOIS record for the Infringing Domain Name and a copy of the
6 same letter to Defendant Peak at the street address listed in the corporate registrations of both
7 AAA All Pro Auto Bellevue, Inc. and AAA All Pro Auto Redmond, Inc. The letter again
8 urged Defendants Lobie and Peak to cease using the AAA All Pro Auto Bellevue, Inc. and
9 AAA All Pro Auto Redmond, Inc. business names and any other confusingly similar business
10 names, to cease representing their businesses as "AAA Approved," and to transfer the
11 Infringing Domain Name. The email was successfully delivered to the email address listed for
12 Defendant Lobie in the WHOIS record for the Infringing Domain Name, and Defendants Lobie
13 and Peak both received a copy of the letter by certified mail.

14 49. Again, AAA did not receive a response to the June 4 letter or email.

15 50. Defendants, despite having been notified that their continued unauthorized use
16 of the AAA Marks constitutes trademark infringement, false designation of origin, unfair
17 competition, and trademark dilution, continue to use the AAA Marks and continue to benefit
18 from their unauthorized use.

19 51. For the foregoing reasons, Defendants' Infringing Uses have caused, and will
20 likely continue to cause, injury to AAA and to the goodwill and value of its AAA Marks.

21 **COUNT I—FEDERAL TRADEMARK INFRINGEMENT**
22 **IN VIOLATION OF SECTION 32 OF THE LANHAM ACT**

23 52. AAA repeats and realleges the allegations set forth in paragraphs 1–51 of this
24 Complaint.

25 53. The Infringing Uses violate Section 32 of the Lanham Act, 15 U.S.C. § 1114,
26 because they constitute willful and deliberate uses in commerce of reproductions, copies,
27 and/or colorable imitations of AAA's federally registered AAA trademarks in connection with

1 the sale, offering for sale, distribution, and advertising of Defendants' products and services in
 2 a manner likely to cause confusion, mistake, and deception.

3 54. On information and belief, Defendants' unlawful conduct as set forth herein has
 4 been and continues to be willful, deliberate, and in bad faith.

5 55. These violations have irreparably damaged AAA, and it has no adequate remedy
 6 at law. Unless enjoined, Defendants will continue the Infringing Uses, further injuring AAA
 7 and confusing the public.

8 56. On information and belief, Defendants have received revenues and profits as a
 9 result of their Infringing Uses, to which Defendants are not entitled, and AAA has also suffered
 10 damages as a result of the Infringing Uses, for which Defendants are responsible.

11 **COUNT II—FEDERAL TRADEMARK INFRINGEMENT AND**
 12 **UNFAIR COMPETITION IN VIOLATION OF**
 13 **SECTION 43(A) OF THE LANHAM ACT**

14 57. AAA repeats and realleges the allegations set forth in paragraphs 1–51 of this
 15 Complaint.

16 58. Defendants' Infringing Uses violate Section 43(a) of the Lanham Act, 15 U.S.C.
 17 § 1125(a). Defendants have willfully and deliberately used in commerce words, terms, names,
 18 and/or false designations of origin that likely caused confusion and mistake as to the origin,
 19 sponsorship, or approval by AAA of services promoted by Defendants. This conduct
 20 constitutes unfair competition and infringement of Plaintiff's AAA Marks.

21 59. On information and belief, Defendants' unlawful conduct as set forth herein has
 22 been and continues to be willful, deliberate, and in bad faith.

23 60. Defendants' violation of this statute has caused and will continue to cause
 24 irreparable harm to AAA, for which AAA has no adequate remedy at law. Unless enjoined,
 25 Defendants will continue the Infringing Uses, further injuring AAA and confusing the public.

26 61. On information and belief, Defendants have received revenues and profits as a
 27 result of their Infringing Uses, to which Defendants are not entitled, and AAA has also suffered
 damages as a result of the Infringing Uses, for which Defendants are responsible.

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**COUNT III—FEDERAL TRADEMARK DILUTION
IN VIOLATION OF SECTION 43(C) OF THE LANHAM ACT**

62. AAA repeats and realleges the allegations set forth in paragraphs 1–51 of this Complaint.

63. Defendants’ Infringing Uses violate Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), because such uses, which commenced after Plaintiff’s AAA Marks became famous, have diluted and continue to dilute the AAA Marks by tarnishing the good reputation associated with the AAA Marks and seeking to derive a commercial benefit from the value and goodwill associated with the AAA Marks.

64. On information and belief, Defendants’ unlawful conduct as set forth herein has been and continues to be willful, deliberate, and in bad faith.

65. Defendants’ violation of this statute has caused and will continue to cause irreparable damage to AAA, for which AAA has no adequate remedy at law. Unless enjoined, Defendants will continue the Infringing Uses, further injuring AAA and confusing the public.

**COUNT IV—FEDERAL TRADEMARK CYBERPIRACY
IN VIOLATION OF SECTION 43(D) OF THE LANHAM ACT**

66. AAA repeats and realleges the allegations set forth in paragraphs 1–51 of this Complaint.

67. Defendants’ unauthorized registration and use of the Infringing Domain Name violates AAA’s rights under Section 43(d) of the Lanham Act, 15 U.S.C. § 1125(d), because: (i) Plaintiff is the owner of the AAA Marks, which are registered in the USPTO and protected under the Lanham Act, 15 U.S.C. §§ 43(a), (c) and (d); (ii) Defendants have registered, trafficked in, and/or used the Infringing Domain Name with a bad faith intent to profit from AAA’s already famous and distinctive AAA Marks; (iii) the Infringing Domain Name is confusingly similar to Plaintiff’s AAA trademarks; and (iv) Plaintiff’s AAA Marks were distinctive and famous at the time of registration of the Infringing Domain Name.

1 68. On information and belief, Defendants' unlawful conduct as set forth herein has
2 been and continues to be willful, deliberate, and in bad faith.

3 69. Defendants' violation of this statute has caused and will continue to cause
4 irreparable damage to AAA, for which AAA has no adequate remedy at law. Unless enjoined,
5 Defendants will continue to use the Infringing Domain Name, further injuring AAA and
6 confusing the public.

7 70. On information and belief, Defendants have received revenues and profits as a
8 result of their Infringing Uses, to which Defendants are not entitled, and AAA has also suffered
9 damages as a result of the Infringing Uses, for which Defendants are responsible.

10 **COUNT V—TRADEMARK DILUTION IN VIOLATION OF**
11 **SECTION 19.77.160 OF THE REVISED CODE OF WASHINGTON**

12 71. AAA repeats and realleges the allegations set forth in paragraphs 1–51 of this
13 Complaint.

14 72. Defendants' acts violate Section 19.77.160 of the Revised Code of Washington,
15 Wash. Rev. Code § 19.77.160. Defendants' Infringing Uses are intended to derive a
16 commercial benefit from AAA's already famous and distinctive Marks, causing a likelihood of
17 injury to AAA's business reputation and/or a dilution of the distinctive value and goodwill
18 associated with AAA's Marks, causing damages to AAA.

19 73. On information and belief, Defendants' unlawful conduct as set forth herein has
20 been and continues to be willful, deliberate, and in bad faith.

21 74. Defendants' violation of Section 19.77.160 has caused and will continue to
22 cause irreparable damage to AAA, for which AAA has no adequate remedy at law. Unless
23 enjoined, Defendants will continue the violation, further injuring AAA and confusing the
24 public.

COUNT VI—UNFAIR AND/OR DECEPTIVE ACTS AND/OR PRACTICES
IN VIOLATION OF SECTION 19.86.020 *ET SEQ.*
OF THE REVISED CODE OF WASHINGTON

75. AAA repeats and realleges the allegations set forth in paragraphs 1–51 of this Complaint.

76. The foregoing acts of Defendants violate Section 19.86.020 *et seq.* of the Revised Code of Washington, Wash. Rev. Code § 19.86.020 *et seq.* The Infringing Uses are injurious to the public interest because they are unfair and/or deceptive acts and/or practices in commerce that have caused, and continue to cause, a likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of services provided.

77. Members of the general public are likely to be confused as to whether Defendants are affiliated with AAA. Defendants' conduct has had, and will continue to have, an adverse impact on AAA and on members of the general public because it wrongly suggests a cooperative business relationship that does not exist. As a direct and proximate result of Defendant's unfair and/or deceptive acts and/or practices, members of the general public have mistakenly believed, and will continue to mistakenly believe, that Defendants' businesses, and the services provided by Defendants, are approved or endorsed by, or otherwise affiliated with, AAA.

78. On information and belief, Defendants' unlawful conduct as set forth herein has been and continues to be willful, deliberate, and in bad faith.

79. AAA and the general public have been, and continue to be, irreparably damaged by Defendants' violation of Section 19.86.020 *et seq.*, and AAA has no adequate remedy at law. Unless enjoined, Defendant will continue the Infringing Uses, further injuring AAA and confusing the public.

PRAYER FOR RELIEF

WHEREFORE, AAA respectfully seeks the following relief:

1 80. Enjoin and restrain Defendants, their agents, servants, employees, attorneys, and
2 all persons in active concert or participation with any of them, from engaging in any of the
3 following acts:

4 a) Using without the authorization of AAA any of AAA's Marks, logos,
5 and trade names, including, but not limited to, the designation "AAA" or any other name, logo,
6 or Mark that includes the designation "AAA" or that is confusingly or deceptively similar to
7 any of AAA's Marks, logos, and trade names, either alone or in conjunction with other words
8 or symbols, as a part of any trademark, service mark, logo, trade name, corporate name,
9 assumed name, domain name, on or in relation to any goods sold or distributed by the
10 Defendants, or in any other manner; and

11 b) Using the letter "A" or any multiple combination of letters "A" in any
12 form or manner that would tend to identify or associate Defendants or their business or services
13 with AAA, including, without limitation, in the marketing, promotion, advertising,
14 identification, sale or distribution of goods or services, or in any other manner;

15 81. Require Defendants, pursuant to 15 U.S.C. § 1118, to destroy all literature,
16 signs, labels, prints, packages, wrappers, containers, advertising materials, Internet content,
17 stationary, software, and any other items in their possession or control which contain the
18 infringing designations "AAA," or any term confusingly similar to "AAA," either alone or in
19 combination with other words or symbols and to destroy all plates, molds, matrices, masters,
20 and other means of making any of those infringing items;

21 82. Require Defendants to cancel their registration for the Infringing Domain Name
22 and any other domain names in their control that contain "AAA";

23 83. Require Defendants to abandon, cancel, delete, and/or withdraw, with prejudice,
24 any U.S. or State trademark applications or registrations that contain the AAA Marks, or any
25 other confusingly similar name, logo, or mark;

26 84. Require Defendants to cancel or amend any business name, trade name, or
27 corporate registration or application that contains the AAA Marks, or any other confusingly

1 similar name, logo, or mark, including, but not limited to, registrations for AAA All Pro Auto
2 Repair, AAA All Pro Auto Bellevue, Inc., AAA All Pro Auto Redmond, Inc., and AAA All Pro
3 Auto Care;

4 85. Require Defendants to file with the Court and to serve on AAA, within thirty
5 (30) days after entry of an injunction, a report in writing, under oath, setting forth in detail the
6 manner and form in which Defendants have complied with the injunction;

7 86. Require Defendants to pay AAA for all damages sustained as a result of
8 Defendants' unlawful conduct described above, plus interest thereon, and require, with respect
9 to damages resulting from infringement or dilution of the AAA Marks or from unfair
10 competition under the Lanham Act, that such damages be trebled pursuant to 15 U.S.C. § 1117;

11 87. Require Defendants to pay, with respect to damages resulting from dilution of
12 the AAA Marks or from unfair and/or deceptive acts and/or practices under the Revised Code
13 of Washington, that such damages be trebled pursuant to Wash. Rev. Code §§ 19.77.160 and
14 19.86.090;

15 88. Require Defendants to account for and pay to AAA all profits derived by
16 Defendants resulting from their use of the AAA Marks;

17 89. Award AAA the costs of this suit and its reasonable attorneys' fees in
18 accordance with 15 U.S.C. § 1117 and Washington law;

19 90. Award AAA statutory damages in the amount of \$100,000 for the Infringing
20 Domain Name pursuant to 15 U.S.C. § 1117(d), or some other amount as the Court considers
21 just;

22 91. Award prejudgment interest on all liquidated sums; and

23 92. Award such other and further relief as the Court deems just and proper.

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COMPLAINT FOR INJUNCTIVE RELIEF AND
DAMAGES - 17

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1 DATED: July 11, 2013.

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COMPLAINT FOR INJUNCTIVE RELIEF AND
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